

**IT IS THE VENDOR'S RESPONSIBILITY TO CHECK
FOR ADDENDUMS PRIOR TO SUBMITTING PROPOSALS**

**NOTICE TO BIDDERS
SPECIFICATION NO. 03-112**

The City of Lincoln, Nebraska intends to purchase and invites you to submit a sealed bid for:

TURF MOWING AND MAINTENANCE FOR LINCOLN WATER

Sealed bids will be received by the City of Lincoln, Nebraska on or before 12:00 noon Friday, April 11, 2003 in the office of the Purchasing Agent, Suite 200, K Street Complex, 440 South 8th Street, Lincoln, Nebraska 68508. Bids will be publicly opened and read at the K Street Complex.

A pre-bid conference has been scheduled for 10:00 a.m., Friday, April 04, 2003, at the Lincoln Water Department Main Office, 2021 North 27th Street, Lincoln, Nebraska 68503. All interested bidders are urged to attend.

Bidders should take caution if U.S. mail or mail delivery services are used for the submission of bids. Mailing should be made in sufficient time for bids to arrive in the Purchasing Division, prior to the time and date specified above.

PROPOSAL

SPECIFICATION NO. 03-112

BID OPENING TIME: 12:00 NOON

DATE: Friday, April 11, 2003

The undersigned bidder, having full knowledge of the requirements of the City of Lincoln for the below listed items and the contract documents (which include Notice to Bidders, Instructions to Bidders, this Proposal, Specifications, Contract, and any and all addenda) and all other conditions of the Proposal, agrees to sell to the City the below listed items for the performance of this Specification, complete in every respect, in strict accordance with the contract documents at and for unit prices listed below.

ADDENDA RECEIPT: The receipt of addenda to the specification numbers ____ through ____ are hereby acknowledged. Failure of any bidder to receive any addendum or interpretation of the specifications shall not relieve the bidder from any obligations specified in the bid request. All addenda shall become part of the final contract document.

BIDDING SCHEDULE

MOWING FOR LINCOLN WATER

7800 Vine:	2003 :	\$ _____ PER MOWING
	2004*:	\$ _____ PER MOWING
	2005*:	\$ _____ PER MOWING
	2006*:	\$ _____ PER MOWING

North East:	2003 :	\$ _____ PER MOWING
	2004*:	\$ _____ PER MOWING
	2005*:	\$ _____ PER MOWING
	2006*:	\$ _____ PER MOWING

CHEMICAL & FERTILIZER APPLICATION

Seven (7) Sites:	2003 :	\$ _____ PER YEAR
	2004*:	\$ _____ PER YEAR
	2005*:	\$ _____ PER YEAR
	2006*:	\$ _____ PER YEAR

***SUBJECT TO RENEWAL BY MUTUAL CONSENT**

AFFIRMATIVE ACTION PROGRAM: Successful bidder will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16). The Equal Opportunity Officer will determine compliance or non-compliance with the City's policy upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.

The undersigned signatory for the bidder represents and warrants that he has full and complete authority to submit this proposal to the City, and to enter into a contract if this proposal is accepted.

**RETURN 2 COMPLETE COPIES OF PROPOSAL AND SUPPORTING MATERIAL.
MARK OUTSIDE OF BID ENVELOPE: SEALED BID FOR SPEC. 03-112**

COMPANY NAME

BY (Signature)

STREET ADDRESS or P.O. BOX

(Print Name)

CITY, STATE ZIP CODE

(Title)

TELEPHONE

(Date)

**EMPLOYER'S FEDERAL I.D. NO.
OR SOCIAL SECURITY NUMBER**

Bids may be inspected in the Purchasing Division offices during normal business hours, after tabulation by the purchasing agent. If you desire a copy of the bid tabulation to be mailed to you, you must enclose a self-addressed stamped envelope with your bidding documents. Bid tabulations can also be viewed on our website at:
<http://www.ci.lincoln.ne.us/city/finance/purch/specindx.htm>

**SPECIFICATIONS
FOR
MOWING AND TURF MAINTENANCE FOR LINCOLN WATER**

1. SCOPE

- 1.1 The City desires to retain a landscape contractor(s) to mow & chemically maintain water treatment/pumping facilities within the City of Lincoln.
- 1.2 The term of the agreement shall be for the 2003 season, from April of 2003, through October 24, 2003, with options to renew for three (3) additional one year terms at the prices being bid.
- 1.3 The attached sample agreement and area map serve as specifications, and describes the obligations of the City and Contractor.
- 1.4 The duration of the resulting Agreement will be from the time the successful bidder(s) signs a contract with the City of Lincoln until the time when all contract obligations have been completely and satisfactorily fulfilled.

2. AGREEMENT AND INSURANCE

- 2.1 Within fourteen (14) calendar days after the award of bid(s), the Contractor(s) must execute a written agreement between the Contractor and the City.
- 2.2 Also within such time period, the Contractor must furnish with the agreement a certificate of insurance in accordance with the requirements specified in the agreement.
 - 2.2.1 All certificates of insurance shall be filed with the City on the standard ACORD CERTIFICATE OF INSURANCE form, showing the specific limits of insurance and coverage required, and showing the City as an additional insured as pertains to the performance of this agreement.
 - 2.2.2 Such certificate shall specifically state that insurance policies are to be endorsed to require the insurer to provide the City thirty (30) days notice of cancellation, non-renewal or any material reduction of insurance coverage.

3. QUALIFICATION OF BIDDERS, BIDDING PROCEDURE AND AWARD OF BID

- 3.1 Bidder and bidder's employees shall have a minimum of two (2) years experience in commercial property maintenance.
- 3.2 Read INSTRUCTIONS TO BIDDERS.
- 3.3 Bidders shall submit the following documents with their Bid Proposal:
 - 3.3.1 A listing of equipment to be used in the performance of this Agreement.
 - 3.3.2 A listing of at least three (3) commercial references, including company name, contact person and phone number, for past and current mowing contracts of similar size and capacity.
 - 3.3.3 A listing of personnel who will be involved in the performance of this agreement, and their related commercial property maintenance experience.
 - 3.3.4 A statement as to your firm's employee training and safety procedures.
- 3.4 In addition to price in the award of bid the City may give consideration to:
 - 3.4.1 Separate awards of bid for Chemical application and mowing.
 - 3.4.2 Skill, capacity and experience of bidder and bidder's employees to perform the contract to the satisfaction of the City.
- 3.5 Bid prices in response to this solicitation will be firm for the full term of the Contract Agreement

SERVICE AGREEMENT

MOWING AND TURF MAINTENANCE FOR LINCOLN WATER

THIS AGREEMENT, made this ____ day of ____, 2003, by and between _____, hereinafter referred to as Contractor, and the **CITY OF LINCOLN, NEBRASKA**, a body corporate and politic, hereinafter referred to as City.

WHEREAS, the City has full responsibility and control over all City streets and median areas, and all matters pertaining thereto; and

WHEREAS, from time to time the City's resources are insufficient to accomplish mowing of median boulevard turf areas in a timely manner, it is then necessary to acquire additional resources for the purposes of mowing such turf.

WHEREAS, it is the purpose of this Agreement to provide for the Contractor to perform such turf mowing services for the City.

NOW, THEREFORE, WITNESSETH, that:

1. The Contractor hereby agrees to perform turf mowing services as herein set forth during the 2003 mowing season between April of 2003, and October 24, 2003.
2. The Agreement may, by mutual consent, be renewed for three (3) additional one (1) year terms at the prices indicated in Paragraph #3.
3. Turf mowing and chemical/fertilizer application services shall be performed at the following rates per mowing for the term of this Agreement:

3.a Mowing:
North East Loc. 2003 : \$ _____ per mowing.
 2004*: \$ _____ per mowing.
 2005*: \$ _____ per mowing.
 2006*: \$ _____ per mowing.

7800 Vine Loc. 2003 : \$ _____ per mowing.
 2004*: \$ _____ per mowing.
 2005*: \$ _____ per mowing.
 2006*: \$ _____ per mowing

3.c Chem Application: 2001 : \$ _____ per year.
 2002*: \$ _____ per year.
 2003*: \$ _____ per year.
 2004*: \$ _____ per year.

* Subject to renewal by mutual consent.

4. Turf areas requiring mowing include a collective area of approximately 21 acres consisting of two (2) sites. Areas to be mowed under the provisions of this Agreement include the following list. Refer to area map attached to this agreement.

4.a North East Station

4.b 7800 Vine Street:

5. Work shall involve at least 26 weekly mowings during the term of this Agreement.

5.a All work shall be coordinated with Dennis Haakison or his/her designated representative.

- 5.b Each mowing shall be performed between the hours of 7:00 a.m. and 7:00 p.m., during a two (2) consecutive day period between Monday and Friday.
- 5.c All obstacles, plantings and curbs shall be string trimmed within one (1) day after the mowing is performed. String trimmed areas shall not exceed the mowing height.
- 5.d Mowing height guidelines are as follows:
 - 5.d.1 Spring and Fall: 2-1/2 inches.
 - 5.d.2 Summer: 3 1/2 inches.
- 5.e Grass clippings shall not be left in wind rows. Grass clippings shall not be blown into streets or onto street curbs. Grass clippings shall be dispersed, or removed and properly disposed of. Cost of removal and disposal shall be included in the mowing price.
- 5.f The Contractor shall protect all existing plant material on-site and will be held liable for replacement of any or all damaged landscape resulting from damage during contract maintenance.
- 5.g The contractor shall protect all existing water boxes/hookups on-site and will be held liable for repair or replacement of any or all resulting from damage during contract maintenance.

6. Chemical fertilizer Application

- 6.a The Chemical/fertilizer application shall consist of five (5) step standard applications consisting of:
 - Step 1: Fertilize with pre-emergent in early Spring
 - Step 2: Liquid spray for broadleaf control
 - Step 3: Slow release granular fertilizer
 - Step 4: Grub control
 - Step 5: Granular Winterizing fertilizer
- 6.b The sites to be treated are different in size and turn types.
- 6.c Sensitive areas that may be of concern are adjoining neighbors and below ground water storage facilities
- 6.d The sites are as follows:

Site 1: 1501 Memorial Drive	Site 2: 5125 Cornhusker
Site 3: 7800 Vine Street	Site 4: 8211 South Street
Site 5: 4605 North 14th	Site 6: 9811 East HWY 6
Site 7: 2021 North 27th	

7. Equipment for the performance of this Agreement shall be furnished by the Contractor.

- 7.a The following is a listing of Contractor's equipment to be utilized:
 - 7.a.1 Mowers:_____
 - 7.a.2 Trimmers:_____
 - 7.a.3 Transport Equipment:_____

8. Contractor and/or their employees shall have a commercial pesticide application licence, be fully trained in commercial turf mowing, and in the safe operation of Contractor's mowing and transport equipment.

9. Contractor shall submit to the Dennis Haakinson or his duly recognized representative monthly invoices by Site itemized for each mowing and/or fertilizer/chemical application

10. The Contractor is an independent contractor for the purposes of the Agreement, and neither the Contractor nor Contractor's employees or agents shall be considered for any purpose to be employees of the City.
11. Contractor shall provide general liability insurance in the amounts of \$1,000,000 combined single limit for property damage and personal injury.
- 11.1 Contractor shall name the City as "**ADDITIONAL INSURED**" as pertains to the performance of mowing services for the term of the Agreement.
- 11.2 The insurance policy shall insure the City from any and all demands, claims, causes of action at law or in equity resulting from the performance of this Agreement.
- 11.3 The Contractor shall provide Worker's Compensation Insurance for any employees of Contractor who perform any work under this Agreement.
- 11.4 Contractor shall provide the City with certification of such insurance subject to the approval by the City Attorney.
12. MSDS sheets, documentation of all necessary licenses, permits and insurance certificates must be provided (faxed) to the water office at 441-8493 and approved prior to application of chemicals or mowing.
13. The Contractor shall fill out and submit to our office a weekly check off list to be completed after each weekly maintenance of the Mowing Contract. (See attached weekly check off menu)
14. The scope of these specifications is to describe performance levels for landscape turf mowing and for maintaining the areas free of litter and weeds. At no time may litter be mowed over. All litter shall be picked up prior to mowing.
15. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age, or marital status. Contractor shall comply with the provision of Chapter 11.08 of the Lincoln Municipal Code.
16. This Agreement may be cancelled by either party hereto at any time during the term of the agreement upon thirty (30) days written notice.

Dated this _____ day of _____, 2003.

ATTEST

City of Lincoln, Nebraska

City Clerk

Mayor

CONTRACTOR:

Company Name

Street Address/P.O. Box

City

State

Zip

By: Authorized Signature

Print Name

Title